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**This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.**

**ENVIRONMENTAL COVENANT**

By this deed, May Maupin grants an Environmental Covenant ("Covenant") this 5th day of July, 2002 to the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.* The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, May Maupin is the owner of certain property located in Naturita, Montrose County, Colorado, more particularly described in **Attachment A**, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, uranium mill tailings have been disposed adjacent to the Property; and

WHEREAS, pursuant to the Site Observational Workplan for the Naturita, Colorado UMTRA Project Site, dated May 2002, the Property is the subject of remedial action pursuant to the Uranium Mill Tailings Radiation Control Act, P.L. 95-604 ("UMTRCA") and UMTRCA regulations, 40 C.F.R. §192 Subpart B, and;

WHEREAS, the United States Department of Energy will construct a domestic water supply well on the Property to allow beneficial uses of uncontaminated groundwater while this Covenant is in effect; and

WHEREAS, May Maupin desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind May Maupin, her heirs, successors, assigns, and any grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Property, for the benefit of the Department.

NOW, THEREFORE, May Maupin hereby grants this Environmental Covenant to the Department, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following environmental use restrictions which shall run with the Property in perpetuity and be binding on May Maupin and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land. May Maupin declares that the United States Department of Energy ("DOE") shall be a third party beneficiary of this Environmental Covenant. May Maupin, her successors, and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns shall hereinafter be referred to in this covenant as OWNER.

1. Use restrictions

- A. No habitable structure may be constructed on the property in areas where the Department of Energy has applied Supplemental Standards, as designated in **Attachment B**, without properly designed radon mitigation.
- B. No wells or drilling or pumping whatsoever shall be permitted or allowed in the alluvial aquifer, without modification of this Covenant pursuant to paragraph 3, below. The only exception to the foregoing is for monitoring and remedial wells installed by the Department of Energy, in connection with the on-going, approved remedial activities at the Property.
- C. Grazing and animal husbandry activities are permissible in all areas, including those where the Department of Energy has applied Supplemental Standards, as designated in **Attachment B**. All other activities, including tilling, excavation, grading, construction, or any other activity that disturbs the ground surface in these Supplemental Standards areas are not allowed without modification of this Covenant pursuant to paragraph 3, below.
- D. No activities that will in any way damage any monitoring or remedial wells installed by the Department of Energy, or interfere with the maintenance, operation, or monitoring of said wells is allowed, without modification of the Covenant pursuant to paragraph 3, below.

2. Purpose of this covenant The purpose of this Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to any residual radioactive material or contaminated groundwater that remains on the Property. The Covenant will accomplish this by minimizing those activities that result in disturbing the ground surface, and by creating a review and approval process to ensure that any such intrusive activities are conducted with appropriate precautions to avoid or eliminate any hazards.

3. Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. The Department shall consult with the United States Department of Energy before making any determination on the request for modification. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

- a) a proposal to perform additional remedial work;
  - b) new information regarding the risks posed by the residual contamination;
  - c) information demonstrating that residual contamination has diminished;
  - d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and other appropriate supporting information.
4. Conveyances OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property.
5. Incorporation OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.
6. Notification for proposed construction and land use OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.
7. Inspections The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.
8. No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant, nor does any other named beneficiary of this Covenant acquire any liability under State law by virtue of being such a beneficiary. This covenant does not affect DOE's responsibilities pursuant to UMTRCA.
9. Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-322, C.R.S. May Maupin and any named beneficiaries of this Covenant may file suit in district court to enjoin actual or threatened violations of this Covenant.
10. Owner's Compliance Certification OWNER shall submit an annual form or letter to the Department, on the anniversary of the date this Covenant was signed by May Maupin, detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant.
11. Notices Any document or communication required under this Covenant shall be sent or directed to:

Jeffrey Deckler  
Remedial Programs Manager  
Colorado Department of Public Health and the Environment  
4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530

May Maupin, has caused this instrument to be executed this 15th day of July, 2002.

May Maupin

By: May Maupin

Title: \_\_\_\_\_

STATE OF Colorado )  
 ) ss:  
COUNTY OF Mesa )

The foregoing instrument was acknowledged before me this 15 day of July, 2002 by Joan M Wasinger on behalf of May Maupin

Joan M Wasinger  
Notary Public

2808 North Ave  
Address

G J CO

My commission expires: 05/06/2006

Accepted by the Colorado Department of Public Health and Environment this 28<sup>th</sup> day of August, 2002.

By: Douglas Benevento

Title: Director of Environmental Programs

STATE OF Colorado )  
 ) ss:  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2002 by Douglas H. Benevento on behalf of the Colorado Department of Public Health and Environment.

Maria S. Zepeda-Sanchez  
Notary Public

5863 Magnolia St.  
Address

Commerce City, CO 80022

My commission expires: 4/14/03

## EXHIBIT A

The legal description for this property is as follows:

1. Rock Gap Placer Mining Claim, designated by the United States Surveyor General as Survey Lot No. 2533, located in the Oro Mining district which patent is recorded in Book 123, Page 125 of the Montrose County Clerk and Recorder's Office.
2. Lots 1, 3, and 4 situated in Section 14, Township 46 North of Range 16 West of the New Mexico Prime Meridian in Montrose County, Colorado.
3. That portion of the Kentucky Placer Mining Claim, designated by the United States Surveyor General as Survey Lot No. 2534, located in the Oro Mining District, which patent is recorded in Book 123, Page 128 of the Montrose County Clerk and Recorder's Office, excluding those tracts or areas located within said Kentucky Placer Mining Claim as more particularly described in the following deeds:
  - a. That Deed from Ernest Maupin and Lyle Maupin to Vanadium Corporation of America, dated March 13, 1940 and recorded in Book 282, Page 521 of the real estate records of Montrose County, Colorado.
  - b. That Deed from Philo Maupin and May Maupin to Vanadium Corporation of America, dated October 12, 1962 and recorded at Book 529, Page 117 of the real estate records of Montrose County, Colorado, and that Correction Deed from Philo Maupin and May Maupin to Foote Mineral Company, dated March 7, 1979 and recorded at Book 671, Page 851 of the real estate records of Montrose County, Colorado.
  - c. That Deed from Anna Belle Hutchins to The Rare Metals Corporation, recorded at Book 246, Page 318, of the real estate records of Montrose County, Colorado.